

5-18-1940

## Board of Trustees Meeting Minutes 1940-05-18

Bowling Green State University

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Proceedings, Trustees Bowling Green ~~Normal~~ College  
State

April 26, 1940

19

MC MANUS-TROUP CO., TOLEDO, OHIO-103830

April 26, 1940

445 Student Help Payroll  
TOTAL PERSONAL SERVICE

A-2

609.75

609.75

It was moved by Mr. Urschel and seconded by Mrs. Dwyer that the meeting adjourn to meet again at the call of the president. Voting yes: Pedlow, Coriell, Mrs. Dwyer, Urschel and Johnston. Motion carried. Meeting adjourned.

Attest:

*Edward B. Pedlow*  
President

*E. E. Coriell*  
Secretary

May 18, 1940

The Board of Trustees of Bowling Green State University met in a regular session in its office in the Administration Building at 200 o'clock p.m. on May 18, 1940. The members of the Board present were Dr. Edward B. Pedlow, President, Mr. E. E. Coriell, secretary, Mrs. Bessie S. Dwyer, treasurer, Mr. J. J. Urschel and Dr. H. J. Johnston. President F. J. Prout was also in attendance.

The reading of the minutes of the previous meeting were deferred until a later time.

It was moved by Mr. Coriell and seconded by Mrs. Dwyer that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and Fred Medart Mfg. Co. (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the equipping of college buildings, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by April 15, 1940, the said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of \$1.00 per day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reason hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz:

The approved contract documents have not been received. The Owner is not legally authorized to give notice to proceed with the fulfillment of contract until the receipt of contract documents, however, in this case the Owner gave such notice during the week of May 13 to assure completion of contract by June 30.

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and accordingly, liquidated damages should not be assessed;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Board of Trustees of Bowling Green State University: (1) that the contractual date for the completion of the said contract be extended to June 30, 1940, incl.; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the Contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

Voting yes: Dr. Pedlow, Coriell, Mrs. Dwyer, Urschel and Dr. Johnston. Motion carried.

It was moved by Mrs. Dwyer and seconded by Mr. Coriell that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and Ed. H. Hunter (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the equipping of college buildings, Docket OH-1390-F, project of the owner;



MC MANUS-TROUF CO., TOLEDO, OHIO-103830

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by April 15, 1940, the said contractor shall pay to the Owner as liquidated damages an amount computed on the basis of \$1.00 per day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reason hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz:

The approved contract documents have not been received. The Owner is not legally authorized to give notice to proceed with the fulfillment of contract until the receipt of contract documents, however, in this case the Owner gave such notice during the week of May 13 to assure completion of contract by June 30.

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and accordingly, liquidated damages should not be assessed;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Board of Trustees of Bowling Green State University: (1) that the contractual date for the completion of the said contract be extended to June 17, 1940, incl.; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be hereafter assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

Voting yes: Dr. Pedlow, Coriell, Mrs. Dwyer, Urschel and Dr. Johnston. Motion carried.

It was moved by Mrs. Dwyer and seconded by Mr. Coriell that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "owner") and G. J. Lobenwein Co. (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the equipping of college buildings, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by April 15, 1940, the said contractor shall pay to the Owner as liquidated damages and amount computed on the basis of \$1.00 per day the said work remains uncompleted after the aforesaid date; and

WHEREAS, for the reason hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz:

The approved contract documents have not been received. The Owner is not legally authorized to give notice to proceed with the fulfillment of contract until the receipt of contract documents, however, in this case the Owner gave such notice during the week of May 13 to assure completion of contract by June 30.

WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and accordingly, liquidated damages should not be assessed;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Board of Trustees of Bowling Green State University: (1) that the contractual date for the completion of the said contract be extended to June 1, 1940, incl.; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the Contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be hereafter assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

Voting yes: Dr. Pedlow, Coriell, Mrs. Dwyer, Urschel and Dr. Johnston. Motion carried.

It was moved by Mr. Urschel and seconded by Dr. Johnston that the following resolution be adopted and that President Prout be authorized to sign all federal and state papers in connection therewith:

WHEREAS, the Board of Trustees of Bowling Green State University (hereinafter referred to as "Owner") and Clinton M. West (hereinafter referred to as "Contractor") have entered into a contract for the performance of certain work in connection with the equipping of college buildings, Docket OH-1390-F, project of the Owner;

WHEREAS, it is provided in the said contract that, in the event the said work is not completed by April 15, 1940, the said contractor shall pay to the owner as liquidated damages an amount computed on the basis of \$1.00 per day the said work remains uncompleted after the aforesaid date; and

WHEREAS for the reason hereinafter enumerated, it has become impossible for the Contractor to perform the said contract within the contractual date for completion; viz:

The approved contract documents have not been received. The Owner is not legally authorized to give notice to proceed with the fulfillment of contract until the receipt of contract documents, however, in this case the Owner gave such notice during the week of May 13 to assure completion of contract by June 30.



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WHEREAS, it appears the said Contractor is not legally responsible for such delay in the completion of said contract and accordingly, liquidated damages should not be assessed;

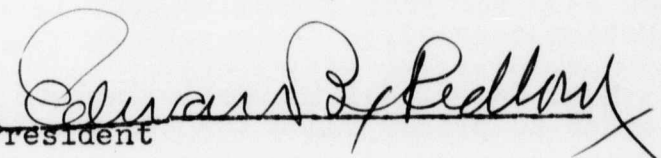
NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Board of Trustees of Bowling Green State University: (1) that the contractual date for the completion of the said contract be extended to June 27, 1940, incl.; (2) that the Board of Trustees of Bowling Green State University waives any and all claims for liquidated damages arising out of the failure of the Contractor to complete the work prior thereto; and (3) that said contractual provision providing for liquidated damages shall otherwise remain in full force and effect provided, however, that liquidated damages may be hereafter assessed in accordance with the terms of the contract only from and after the aforesaid extended date for completion of the work.

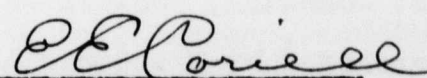
Voting yes: Dr. Pedlow, Coriell, Mrs. Dwyer, Urschel and Dr. Johnston. Motion carried.

By unanimous consent the meeting was adjourned to meet again at the call of the President.

Meeting adjourned.

Attest:

  
President

  
Secretary

May 28, 1940

The Board of Trustees of Bowling Green State University met in a regular session in its office in the Administration Building at 2:30 o'clock p.m. on May 28, 1940. The members of the Board present were Mr. E. E. Coriell, secretary, Mrs. Bessie S. Dwyer, treasurer, and Dr. H. J. Johnston. Dr. Edward B. Pedlow, president, and Mr. J. J. Urschel were unavoidably absent. President F. J. Prout was also in attendance.

In the absence of the president, Dr. Johnston, by unanimous consent, acted as president pro-tem.

The minutes of the meetings held April 26, and May 18, 1940 were read and approved.

It was moved by Mrs. Dwyer and seconded by Mr. Coriell that the following persons, as recommended by President Prout, be appointed as members of the faculty for the academic year 1940-41 with the rank and salary set opposite the name of each:

Jesse J. Currier	Instructor	\$1,800
Morris Hendrickson	Instructor	2,000
Dorothy Money	Instructor	1,200
James Reid	Instructor	1,600
Herbert Zuhr	Instructor	1,800
Frances Gaines	Grad. Assist.	390 plus tuition
Clyde Clark	Student Assist.	250 with waiver of chem. lab. fees
Charles Drummond	Grad. Assist.	300 with waiver of all fees
Harry Young	Student Assist.	250 with waiver of chem. lab. fees
Evelyn Kintner	Grad. Assist.	300 with waiver of all fees
Evelyn Simmons	Grad. Assist.	300 with waiver of all fees
Howard Shine	Grad. Assist.	300 with waiver of all fees
F. C. Ogg	Library Assist.	200
John Bunn	Registrar Assist.	200

Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.

It was moved by Mrs. Dwyer and seconded by Mr. Coriell that Loyd Long, compensation \$175, and Weldon Brooks, compensation \$145, be employed for the summer session in the library. Voting yes: Johnston, Coriell and Mrs. Dwyer. Motion carried.

It was moved by Mr. Coriell and seconded by Mrs. Dwyer that the following high school faculty be employed as critics for the academic year 1940-41:

Senior High School:

John R. Davidson	\$2100
Esther P. Hayhurst	1900
Hazel M. Mercer	2100
Margaret A. Robson	2500
Raymond H. Rubrake	2400